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7 **UNITED STATES BANKRUPTCY COURT**
FOR THE EASTERN DISTRICT OF WASHINGTON AT YAKIMA

8 In Re:

No. 17-02440

9 47 HOPS LLC

DEBTOR'S PLAN OF REORGANIZATION

10 Debtor.
11

12 COMES NOW the Debtor herein, 47 Hops LLC ("Debtor"), through its undersigned
attorney, and proposes the following Plan of Reorganization dated January 12, 2018, pursuant
13 to Section 1121 of Title 11 of the United States Bankruptcy Code:

14 **ARTICLE 1**
Definitions

15 As used in the Plan the following terms shall have the respective meanings specified
16 below:

17 **Administrative Creditor:** Any person entitled to payment of an administrative
expense.

18 **Administrative Expense:** Any cost or expense of administration of the Chapter 11 case
19 allowed under § 503(b) of the Code, including, without limitation, any indebtedness or
obligation incurred or assumed by the Debtor, in connection with the conduct of their business
20 in the ordinary course, or for the acquisition or lease of property or for the obtaining of services
by the Debtor, all allowances of compensation or reimbursement of expenses to the extent
21 allowed by the Court under the Code, and any fees or charges assessed against the estate of the
Debtor.

22 **Allowed Claim:** Any claim against the Debtor as of the Petition Date, proof of which
23 was filed on or before the date designated by the Court as the last date for filing proofs of claim
or, if no proof of claim is filed, which has been or hereafter is listed by the Debtor as liquidated

DEBTOR'S PLAN OF REORGANIZATION

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1 in amount and not disputed or contingent and, in either case, a claim as to which no objection to
2 the allowance thereof has been interposed within the applicable period of limitation fixed by
3 the Plan, the Code, the Rules or the Court, or as to which any objection has been interposed
4 and/or such claim has been allowed in whole or in part by an order or judgment of the Court
5 that is no longer subject to appeal or certiorari proceeding and as to which no appeal or
6 certiorari proceeding is pending.

7
8 **Avoidance Actions:** Any and all Claims and causes of action of the Debtor arising
9 under the Bankruptcy Code, including, without limitation, §§ 544, 545, 547, 548, 549, and 550.

10
11 **Bankruptcy Code:** The Bankruptcy Reform Act of 1978 as amended, Title 11,
12 United States Code, including the amendments of the Bankruptcy Consumer Protection Act of
13 2005.

14
15 **Bankruptcy Court:** The United States Bankruptcy Court for the Eastern District of
16 Washington, at Yakima, having jurisdiction over this Chapter 11 Case pursuant to a reference
17 made pursuant to 28 U.S.C. § 157 by the United States District court to the Eastern District of
18 Washington.

19
20 **Bankruptcy Rules:** The Federal Rules of Bankruptcy Procedure, and as applicable, the
21 Local Rules of Bankruptcy Procedure of the Bankruptcy Court as amended, as applicable to the
22 Chapter 11 Case.

23
24 **Cash:** Cash, cash equivalents, and other readily marketable securities or instruments
25 including, without limitation, readily marketable direct obligations of the United States of
26 America, certificates of deposit issued by banks and commercial paper of any entity, including
27 interest earned or accrued thereon.

28
29 **Causes of Action:** Any and all claims, rights of action, suits and proceedings, whether
30 in law or in equity, whether known or unknown, which the Debtor may hold against any entity,
31 including, without limitation, any causes of action brought prior to the Petition Date, and
32 including actions against any persons for breach of performance, whether the remedy is
33 monetary or for specific performance, related to the Debtor's tangible and intangible interests
34 in real property. This definition does not include any and all causes of action which may exist
35 under §§ 510, 542, 544 through 550, and 553 of the Bankruptcy Code.

36
37 **Chapter 11 Case:** The case commenced by Debtor on August 11, 2017, under Chapter
38 11 of the Code, and pending in the Bankruptcy Court as case number 17-02440.

39
40 **Claim:** Any right to payment from the Debtor whether or not such right is reduced to
41 judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed,
42 undisputed, legal, equitable, secured, or unsecured; or any right to an equitable remedy for
43 breach of performance if such breach gives rise to a right of payment from the Debtor, whether
44 or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured,
45 unmatured, disputed, undisputed, secured, or unsecured.

1 **Class 1 Creditor:** A Creditor with a Claim classified in Class 1.

2 **Class 2 Creditor:** A Creditor with a Claim classified in Class 2.

3 **Class 3 Creditor:** A Creditor with a Claim classified in Class 3.

4 **Class 4 Creditor:** A Creditor with a Claim classified in Class 4.

5 **Class 5 Creditor:** A Creditor with a Claim classified in Class 5.

6 **Class 6 Creditor:** A Creditor with a Claim classified in Class 6.

7 **Confirmation or Confirmation Date:** The date upon which the Bankruptcy Court
8 shall sign the order confirming the Plan or as it may be amended.

9 **Confirmation Order:** An order of the court confirming the Plan in accordance with the
10 provision of Chapter 11 of the Code which is not then subject to a pending motion to clarify,
vacate, rehear, modify, or amend.

11 **Creditor:** Any person that has a Claim against the Debtor that arose on or before the
12 Petition Date.

13 **Debtor or Debtor-in-Possession:** 47 Hops LLC.

14 **Deficiency Claim:** The amount of the Allowed Claim minus the value of the claimant's
pro-rated share of its interest in pre- and/or post-petition collateral.

15 **Disbursing Agent:** The party designated by the Debtor to serve as disbursing agent
16 under this Plan of Reorganization. Initially, this will be 47 Hops LLC.

17 **Disputed Claim:** A Claim that is listed on the Debtor's Schedules as disputed,
contingent, or unliquidated, any Claim as to which the Debtor or any party in interest has
18 interposed an objection in accordance with the Plan, the Bankruptcy Code or the Bankruptcy
Rules, or a Claim that is listed on any of the Debtor's Schedules as other than disputed
19 contingent, or unliquidated, but as to which an objection has been filed by the Debtor or any
other party in interest prior to the Effective Date, and such objection has not been determined
20 by an order or judgment that is no longer subject to appeal or certiorari proceeding or as to
which to appeal or certiorari proceeding is pending.

21 **Effective Date:** The Effective Date shall be the eleventh (11th) day following entry of
22 the Confirmation Order on the docket of the Bankruptcy Court, provided that said Confirmation
Order is not subject to reconsideration or stay pending appeal.

23 **Entity:** This term shall have the meaning set forth in § 101(15) of the Bankruptcy Code.

Impaired: When used with reference to a Claim, impaired has the meaning of § 1124 of the Bankruptcy Code.

Insider: This term shall have the meaning set forth in §101(31) of the Bankruptcy Code.

Loan Balance: The Allowed Secured Claim of a creditor after reduction for principal and interest paid thereon as of the date of calculation.

Petition Date: August 11, 2017, the date on which the Debtor filed a voluntary petition for relief commencing the Chapter 11 case.

Plan: This Plan of Reorganization either in its present form or as it may be altered, amended, or modified from time to time.

Priority Tax Claim: A Claim that is entitled to priority of payment under § 507(a)(8) of the Code.

Reorganized Debtor: The Debtor, or any successor thereto by merger, consolidation or otherwise, on and after the Effective Date.

Unsecured Claim: Any Claim other than an Administrative Expense, a Priority Tax Claim, priority non-tax claim, secured claim, or claim relating to equity interests in the Debtor.

Unsecured Creditor: Any Creditor holding an Unsecured Claim.

Unsecured Deficiency Claim: The unsecured portion, as defined by 11 U.S.C. § 506, of any secured creditor's claim.

ARTICLE 2

Treatment of Administrative Claim and Priority Tax Claims

2.1 Full Payment: Except for those Administrative Expenses incurred in the ordinary course of the Debtor's business which shall be paid in full pursuant to their terms and not under this Plan, each allowed Administrative Expense shall be paid in full by the Reorganized Debtors on the Effective Date or, if required, as soon thereafter as such Administrative Expense is allowed by the Court, or under such other time frame as may be agreed upon between the Reorganized Debtors and the Administrative Creditor.

2.2 Contested Administrative Expense: Administrative Expenses that are contested shall be treated pursuant to Article 12 of the Plan. Administrative Expenses incurred prior to the Confirmation Date will not be allowed unless such Claims are filed with the Court within 30 days of the Effective Date.

1 compared to the value as of the Petition Date that occurs as a result of the
2 Debtor's use of cash collateral.

3 **4.1 Treatment:** The Class 1 Claim shall be paid as set forth herein. The Class 1
4 Creditor's Allowed Secured Claim shall be \$4,500,000, plus per diem interest, less any
5 payments received by the Class 1 Creditor prior to the date of the confirmation hearing.

6 The existing security interest shall continue to secure repayment of the Allowed
7 Secured Claim. No modification in the terms and conditions of the equipment lease by and
8 among the Class 1 Creditor and the Debtor, or other security documents, other than the
9 amendment to the payment terms and amount outstanding herein provided, shall occur by
10 virtue of the Plan, except to the extent a term or condition is inconsistent with the terms of the
11 Plan, in which case the Plan terms shall govern. There shall be no prepayment penalty.

12 **4.1.1 New Principal:** The principal balance shall be the amount of the
13 Allowed Secured Claim (calculated as of the Effective Date).

14 **4.1.2 New Interest Rate:** The interest rate shall be set at 5.25% or such rate of
15 interest as the Court shall find satisfies the requirement of 11 U.S.C § 1129(b)(2)(A).

16 **4.1.3 New Amortization:** The Allowed Secured Claim shall be paid with
17 interest, compounded monthly for sixty (60) months from the Effective Date. The Debtor will
18 make monthly interest-only payments on or before the 15th of each month. In addition, the
19 Debtor will make 10 payments of \$450,000 in June and November of 2018, 2019, 2020, 2021
20 and 2022, on or before the 15th of the month. Payments will commence on the first day of the
21 first full calendar month following the Effective Date.

22 **4.1.4 New Maturity:** The balance of any unpaid principal and interest shall be
23 due in full on the 60-month anniversary of the Effective Date.

4.1.5 Items Inconsistent: Where provisions in the note or other documents
defining or securing the Class 1 Claim: (1) create a default on account of net worth or other
financial ratios, bankruptcy, or insolvency; (2) are inconsistent with the terms of the Plan; or
(3) prohibit subordinate liens on the property, such provisions shall not remain in effect.

4.1.6 Automatic Stay: To the extent that the automatic stay has been lifted
prior to the Effective Date, on the Effective Date all defaults shall be deemed cured.

4.2 Impairment: Class 1 is impaired under the Plan.

ARTICLE 5

(Class 2)

Provision for the Treatment of Allowed Secured Claim of Banner Bank

Promissory Note Secured by 2007 Freightliner Box Truck

5.1 Treatment: The Class 2 Claim shall be paid as set forth herein. The Class 2 Creditor's Allowed Secured Claim shall be \$9,768.57, plus per diem interest, less any payments received by the Class 2 Creditor prior to the date of the confirmation hearing.

The Class 2 Creditor shall be required to file a verified statement with the Bankruptcy Court setting forth the current balance due under its promissory note. The verified statement must be filed not later than the hearing on Confirmation of the Plan. If no verified statement is filed, then the Allowed Secured Claim shall be the amount set forth in the preceding paragraph, plus per diem interest, less any payments received by the Class 2 Creditor prior to the date of the confirmation hearing.

The existing security interest shall continue to secure repayment of the Allowed Secured Claim. No modification in the terms and conditions of the security agreement or other security documents, other than the amendment to the promissory note herein provided, shall occur by virtue of the Plan except to the extent a term or condition is inconsistent with the terms of the Plan, in which case the Plan terms shall govern. There shall be no prepayment penalty. The amendment to the note provides as follows:

5.1.1 New Principal: The principal balance shall be the amount of the Allowed Secured Claim (calculated as of the Effective Date).

5.1.2 New Interest Rate: The interest rate shall be set at 4.2% or such rate of interest as the Court shall find satisfies the requirement of 11 U.S.C § 1129(b)(2)(A).

5.1.3 New Amortization: The Allowed Secured Claim shall be paid with interest, compounded monthly, in fifteen (15) equal monthly payments, as of January 12, 2018, with payment made each month, thereby decreasing the remaining number of payments as of the Effective Date. Payments will commence on the first day of the first full calendar month following the Effective Date and shall be paid on the first day of each month thereafter until paid in full.

5.1.4 New Maturity: The balance of any unpaid principal and interest shall be due in full on the 60-month anniversary of the Effective Date.

5.1.5 Items Inconsistent: Where provisions in the note or other documents defining or securing the Class 2 Claim: (1) create a default on account of net worth or other financial ratios, bankruptcy, or insolvency; (2) are inconsistent with the terms of the Plan; or (3) prohibit subordinate liens on the property, such provisions shall not remain in effect.

5.1.6 Automatic Stay: To the extent that the automatic stay has been lifted prior to the Effective Date, on the Effective Date all defaults shall be deemed cured.

5.2 Impairment: Class 2 is impaired under the Plan.

ARTICLE 6

(Class 3)
Provision for the Treatment of Allowed Unsecured Claim of Stone Brewing

Claim for Hops Not Delivered Pre-Petition

6.1 Treatment: The Class 3 Claim shall be paid as set forth herein. The Class 3 Claimant shall be given a credit for the amount of \$338,828.88 against future purchase of 2017 crop year hops.

6.2 Impairment: Class 3 is impaired under the Plan.

ARTICLE 7
(Class 4)
Provision for the Treatment of Allowed Guaranty Claim of Columbia State Bank

Secured by Real Property Owned by MacKinnon Holdings, LLC

7.1 Treatment: The Class 4 Claimant will not receive any distribution unless the principal obligor of the underlying debt has defaulted. Any Class 4 Claimant shall be required to provide written notice to the Debtor of any default by the principal obligor on the underlying debt. The Debtor shall not be required to make payments pursuant to any unsecured guaranty unless and until the underlying creditor has exhausted all remedies against the underlying obligor, including, but not limited to, the foreclosure of any security interest. The Class 4 Claimant shall provide further notice of the disposition of any collateral, and the amount of any remaining deficiency claim, which claim shall then be entitled to treatment under Class 5, but only with respect to distributions made after the Class 4 Creditor has established a deficiency claim.

7.2 Impairment: Class 4 is impaired under the Plan.

ARTICLE 8
(Class 5)
Treatment of General Allowed Unsecured Claims

8.1 Treatment: The Class 5 Creditors shall receive \$110,000 per year paid in two payments of \$55,000 in June and November of 2018, 2019, 2020, 2021 and 2022. In addition, the Debtor will pay unsecured creditors the amount by which 15 cents per pound of hops sold in a year exceeds \$150,000. Current projections are based on the sale of approximately 700,000 pounds of hops per year, so additional sales will yield additional cash flow. The amount paid for pounds of hops will be capped at the amount by which 15 cents per pound of hops sold in a year equals \$250,000.

8.2 Impairment: Class 5 is impaired under the Plan.

ARTICLE 9

(Class 6)
Treatment of Equity Holders

9.1 Treatment: The Class 6 Equity Holders shall retain their equity in exchange for a payment of \$75,000 to the Debtor within thirty (30) days after the Effective Date. Further, the Class 6 Equity Holders shall resolve any and all obligations owed to the Debtor by transferring their ownership of MacKinnon Holdings, LLC to the Debtor within ten (10) business days after the Effective Date.

9.2 Impairment: Class 6 is impaired under the Plan.

ARTICLE 10
Means for Implementing the Plan

The implementation of, and the distributions required under, this Plan shall be accomplished through the Debtor's normal business operations.

ARTICLE 11
Executory Contracts and Unexpired Leases

11.1 Assumption and Rejection: On the Effective Date, the Debtor will assume the executory contracts and unexpired leases identified on **Exhibit A** attached to the Plan ("Plan Exhibit A"). The Debtor may amend Plan Exhibit A until commencement of the hearing on confirmation of the Plan. Any executory contracts and unexpired leases not identified on Plan Exhibit A, as may be amended, shall be rejected, unless otherwise assumed by separate motion. The Debtor will give prompt notice to any party whose treatment is changed pursuant to this provision.

11.2 Procedure for Cure: No later than ten (10) days prior to the Confirmation Date, all parties to executory contracts and unexpired leases identified on Plan Exhibit A shall file and serve on the Debtor a "Statement of Cure," which shall set forth in detail all amount necessary to: (i) cure any default or breach (except those types of defaults specified in Bankruptcy Code § 365(b)(2)) as of the Confirmation Date, and (ii) compensate the party for any actual pecuniary loss resulting from any defaults as of the Confirmation Date. The party filing the Statement of Cure shall be bound by the amounts claimed therein and may not amend the Statement of Cure after the deadline. Any party to a contract identified on Plan Exhibit A not timely filing a Statement of Cure shall be deemed to have waived any claim against the Debtor for any amounts necessary to either cure any default or compensate the party for any actual pecuniary loss resulting from any defaults as of the Confirmation Date which exceed the amounts shown on Debtor's books.

Executory contracts assumed by prior order of the Bankruptcy Court, if any, are not included on Plan Exhibit A.

1 **11.3 Payment of Cure:** The Debtor will pay all cure amounts in equal payments
2 amortized over six (6) months from the Effective Date. If the cure amounts exceed what the
3 Debtor anticipated would be the cure amounts, then the Debtor may elect to reject such
unexpired lease or executory contract, notwithstanding its inclusion on Plan Exhibit A.

4 **11.4 Rejection Claims:** Claims, if any, arising from the rejection of an executory
contract or unexpired lease must be filed within twenty (20) days after the Effective Date.

5 **ARTICLE 12**
6 **Procedure for Resolving Contested Claims**

7 **12.1 Objections to Claims:** Objections to Claims and Administrative Expenses shall
8 be made and served upon each holder of such Claims to which objections are made and filed
with the Court within sixty (60) days of the Effective Date; provided, however, that the
deadline may be extended upon *ex parte* motion to the Court.

9 **12.2 Prosecution of Objections to Claims:** The objecting party shall litigate to
10 judgment, settle, or withdraw objections to contested Claims and Administrative Expenses. No
11 distribution shall be made to any Creditor or holder of an Administrative Expense while an
12 objection to the Claim or Administrative Expense shall be reserved and retained by the
13 Reorganized Debtor, and the remaining distributions to the class which includes the contested
Claim or Administrative Expenses shall be reduced by the amount of the contested Claim or
Administrative Expense. Creditors and holders of Administrative Expenses, whose Claims and
Administrative Expenses become Allowed Claims or allowed Administrative Expenses, shall
receive the reserved distributions as soon as practical after they become allowed.

14 **12.3 Late Filed Claims:** Unless otherwise ordered by the Bankruptcy Court upon
15 motion and notice, any proof of Claim filed after the Confirmation Date shall be automatically
16 disallowed as a late filed Claim without further action by the Reorganized Debtor unless the
Creditor obtains an order of the Court authorizing and allowing the late filed claim.

17 **12.4 Disputed Claims:** Notwithstanding any other provisions of the Plan, no
18 payments or distributions shall be made on account of any disputed Claim until such Claim
19 becomes an Allowed Claim, and then only to the extent it becomes an Allowed Claim. The
20 Debtor shall reverse and retain distributions that would otherwise be paid to the Claimant or
21 holder of an Administrative Expense prior to the allowance of a Claim or Administrative
Expense. Creditors and holders of Administrative Expenses whose Claims and Administrative
Expenses become Allowed Claims or allowed Administrative Expenses shall receive the
reserved distributions immediately after their Claim or Administrative Expenses becomes an
Allowed Claim or allowed Administrative Expense.

22 **ARTICLE 13**
23 **Miscellaneous Provisions**

1 **13.1 Termination of the Plan:** The Plan shall terminate and otherwise cease to be of
2 any force or effect upon satisfaction of all of the Plan's terms and upon completion of all
distributions required under the Plan.

3 **13.2 Modification of Plan:** The Debtor may propose amendments or modifications
4 to the Plan at any time prior to Confirmation. After Confirmation, the Reorganized Debtor
5 may, with leave of court and so long as it does not materially or adversely affect the interest of
6 Creditors or other parties in interest, remedy any defect or omission or reconcile any
inconsistency in the Plan or in the Confirmation Order in such manner as may be necessary to
carry out the purposes, intent, and effect of the Plan.

7 **13.3 Automatic Stay:** The automatic stay provided by 11 U.S.C. § 362 shall be
8 reinstated upon Confirmation as to all parties and shall remain in full force and effect to the
extent necessary to aid in the implementation of the terms of the Plan until the Plan has been
fully consummated.

9 **13.4 Undeliverable Distributions:** Any distribution returned to the Debtor as
10 undeliverable shall be held for six (6) months. Debtor shall make reasonable efforts to locate
11 the holder of an Allowed Claim entitled to such distribution. After six (6) months, if no holder
of an Allowed Claim asserts a claim for the undeliverable distribution, it shall become property
of the Debtor's bankruptcy estate and no further distributions shall be made to the Claimant.

12 **13.5 Post-confirmation Obligations for Reporting and Fees.** The Reorganized
13 Debtor shall be responsible for timely payment of fees incurred pursuant to 28 USC
§ 1930(a)(6) until the case is closed, converted, or dismissed. The Reorganized Debtor shall
14 serve on the United States Trustee a monthly disbursement report for each month, or portion
thereof, that the case remains open. The post-confirmation monthly disbursement report shall
15 include a statement of all disbursements made during the course of the month, whether or not
pursuant to the Plan. In addition, the Reorganized Debtor shall timely file all quarterly post-
16 confirmation disbursement reports required by LBR 3021-1.

17 **ARTICLE 14** 18 **Retention of Jurisdiction**

19 The Court shall retain jurisdiction of this Chapter 11 case pursuant to the provisions of
the Code, until and subject to further order of the Court; specifically, the Court shall retain
jurisdiction to hear or determine the following matters:

20 **14.1** To enable the Debtor to consummate any and all proceedings which may be
21 brought prior to or subsequent to the Confirmation Order.

22 **14.2** To consider actions to avoid, set aside, or otherwise determine the extent,
validity, and priority of liens or encumbrances.

23 **14.3** To consider objections to Claims or the allowance thereof.

1 **14.4** To consider actions for the recovery of assets (including but not limited to
2 accounts) or damages as entitled under the applicable provisions of the Code or other federal,
3 state, or local law, including but not limited to actions based on any *ultra vires* pre-petition acts
of the Debtor.

4 **14.5** To prosecute to resolution all related contested matters or adversary proceedings
5 pending on the Confirmation Date or filed in the Court thereafter.

6 **14.6** To issue injunctions or take such other actions or make such other orders as may
7 become necessary or appropriate to restrain interference with the Plan or its execution or
8 implementation; to take any action to enforce and execute the Plan, the Confirmation Order, or
any other order of the Court; and to issue such orders as may be necessary for the
implementation, execution, performance, and consummation of the Plan.

9 **14.7** To determine all matters that may be pending before the Court on or before the
Effective Date.

10 **14.8** To classify, allow, or disallow Claims and the direct distribution of funds under
11 the Plan, and to adjudicate all controversies concerning the classification, treatment, or
allowance of any Claim.

12 **14.9** To enforce performance of the Plan.

13 **14.10** To hear and determine all Claims arising from the rejection of executory
14 contracts and unexpired leases and to consummate the rejection and termination thereof.

15 **14.11** To liquidate damages in connection with any disputed, contingent, or
unliquidated Claims.

16 **14.12** To recover all assets and properties of the estate wherever located.

17 **14.13** To hear and determine matters concerning state, local, and federal taxes.

18 **14.14** To determine any and all applications for allowance of pre-confirmation
19 compensation and expense reimbursement of professionals or other Administrative Expense
claimants.

20 **14.15** To resolve any dispute related to the implementation, execution, consummation,
21 or interpretation of the Plan or Confirmation Order and the making of distributions under this
Plan.

22 **14.16** To resolve any dispute related to the scope of duties or powers, including those
23 related to compensation or retention of employees or professionals of the Debtor.

1 **14.17** To determine all applications, motions, adversary proceedings, contested
2 matters, actions, and any other litigation instituted in this case by or on behalf of the Debtor.

3 **14.18** To hear actions required to protect the property of the Debtor from adverse
4 Claims or interference inconsistent with this Plan, including actions to quiet or otherwise clear
5 title to such property based upon the terms and provisions of this Plan.

6 **14.19** To hear and determine such other matters and make such orders as are necessary
7 and appropriate to carry out the provisions of the Plan. The powers of this Court shall be
8 broadly and liberally construed.

9 **ARTICLE 15**
10 **Events of Default**

11 In the event the Debtor defaults under the provisions of the Plan as confirmed, any
12 Creditor holding an Allowed Claim and desiring to assert such a default shall provide all parties
13 listed in Article 16 with written notice of the alleged default. The Debtor shall have thirty (30)
14 days from receipt of the written notice in which to cure the default. Such notice shall be
15 delivered by United States mail to the parties at the addresses set forth in Article 16. If a
16 default is not cured, such Creditor providing notice may thereafter pursue such applicable legal
17 remedies as may be appropriate.

18 **ARTICLE 16**
19 **Notices**

20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000	Wenokur Riordan PLLC Attn: Nathan Riordan 600 Stewart Street, Suite 1300 Seattle, WA 98101 <i>Counsel for Debtor</i>	47 Hops LLC P.O. Box 10747 Yakima, WA 98909
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1 WHEREFORE the Debtor prays for confirmation of the Plan pursuant to 11 U.S.C. §
2 1129 and for such other and further relief as is just, proper and equitable.

3 Dated January 12, 2018.

4 Respectfully submitted,

5 47 HOPS LLC

6 By: /s/ Douglas MacKinnon

 Douglas MacKinnon, Member

7 Dated January 12, 2018.

8 WENOKUR RIORDAN PLLC

9 By: /s/ Nathan Riordan

10 Nathan Riordan, WSBA #33926

11 Attorney for the Plan Proponent

PLAN EXHIBIT A

EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED

Leases:

1. Lease Agreement between MacKinnon Holdings and 47 Hops LLC for the warehouse located at 2301 Oak Avenue, Yakima, WA 98903.
2. Lease Agreement between Marina D. Guryanova and 47 Hops LLC for the premises at 2516 South 23rd Avenue, Yakima, WA 98903.

Hop Sales Contracts:

Customer	Crop Years	Contract No.
8 th Wonder Brewery	2014-2018	47-1418-377
Able Seedhouse and Brewery	2015-2017	47-1517-853
Alvarado Street Brewery	2014-2018	47-1418-552
Alvarado Street Brewery	2015-2020	47-1418-599
Angry Erik Brewing	2016-2018	47-1618-767
Appalachian Mountain Brewery, LLC	2013-2017	47-1317-268
Arizona Wilderness Brewing	2015-2017	47-1517-563
Assawoman Bay Brewing Co.	2015-2018	47-1418-375R
Bad Jimmy's Brewing Co.	2013-2017	47-1317-272
Baere Brewing Co.	2016-2020	47-1620-916
Ballad Brewing LLC	2016-2018	47-1618-799
Barley Forge Brewing Company	2015-2018	47-1517-546R
Bearded Iris Brewing Company	2015-2017	47-1517-633
Bearded Iris Brewing Company	2015-2017	47-1517-686
Bent River Brewing Co.	2016-2018	47-1618-862
Berkley Beer Company	2015-2018	47-1518-750
Berkshire Brewing Co.	2015-2019	47-1519-594
Big Rack Brew Haus	2016-2018	47-1618-883
Big Timber Brewing	2013-2017	47-1317-286
Big Timber Brewing	2014-2018	47-1418-398
Bitter Brothers Brewing Co.	2016-2017	47-1617-819
Black Sands Brewing Co.	2014-2018	47-1418-359
Bog Iron Brewing Company	2017-2020	47-1720-845

1	Bowigens Beer Company	2014-2018	47-1418-414
2	Branchline Brewing Co.	2015-2017	47-1517-601
3	Branchline Brewing Co.	2015-2017	47-1517-748
4	Brasserie Dunham	2014-2020	47-1420-836
5	Brew Culture Inc.	2016-2017	47-1617-308R
6	Bright Ideas Brewing	2015-2017	47-1517-791
7	Broad Street Brewing	2013-2017	47-1317-331
8	Buffalo Bayou Brewing Co.	2015-2017	47-1517-547
9	Canton Brew Works, LLC	2013-2017	47-1317-328
10	Canton Brew Works, LLC	2014-2018	47-1418-329
11	Catskill Brewing Co.	2017	47-17-861
12	Central Standard Brewing	2016-2018	47-1618-731
13	Cerebral Brewing	2017-2021	47-1721-826
14	Cerveceria Encino	2013-2017	47-1317-297R
15	Cerveceria Mamut	2015-2017	47-1517-558
16	Chapman Crafted Beer Company	2013-2017	47-1317-271R-2
17	Chattahoochee Brewing Company	2015-2019	47-1416-560
18	Chestnut Brew Works, LLC	2014-2018	47-1418-402
19	Chestnut Brew Works, LLC	2016-2018	47-1418-792
20	Clipper City Brewing	2014-2018	47-1418-394
21	Clipper City Brewing	2015-2019	47-1519-395
22	Community Beer Company	2015-2019	47-1416-466R
23	Comrade Brewing Company	2015-2017	47-1517-589
	Coronado Brewing Co.	2015-2017	47-1517-816
	Cottrell Brewing Co.	2014-2017	47-1416-544
	Council Brewing Company	2015-2020	47-1518-848
	Crime & Punishment Brewing Co.	2015-2017	47-1517-644
	Crucible Brewing	2015-2017	47-1517-580R
	D9 Brewing Co.	2013-2017	47-1317-345
	D9 Brewing Co.	2013-2017	47-1317-364
	Dark Sky Brewing Company	2014-2017	47-1517-525
	Dark City Brewing Company	2017-2018	47-1718-1006
	DeBine Brewing Co.	2017-2018	47-1718-868
	Deep Water Brewing Co.	2013-2017	47-1317-292
	Disegna Group Di Lunardon Domenico	2016-2017	47-17-1037

1	Door County Brewing	2017-2019	47-17-811
2	Door County Brewing	2016-2018	47-1618-811
3	DT Brewing Co.	2014-2018	47-1418-378
4	Due South Brewing Co.	2015-2017	47-1517-513R
5	Eagle Rock Brewery	2016-2017	47-1617-407R2
6	Emmett's Brewing Co.	2015-2017	47-41517-693-REVISED
7	Engine House No. 9 Brewing Co.	2015-2019	47-1419-400
8	Eureka Heights Brewing Company	2016-2019	47-1619-679R
9	Figuerola Mountain Brewing, LLC	2018-2022	47-1822-1005
10	Fonta Flora Brewing Co.	2014-2018	47-1418-296
11	Fonta Flora Brewing Co.	2014-2018	47-1418-389
12	Fort George Brewery	2015-2017	47-1517-508
13	Four Corners Brewing	2016-2020	47-1620-870
14	Four Sons Brewing	2017-2018	47-1718-348
15	Four Sons Brewing	2017-2018	47-1718-586
16	Four Sons Brewing	2016-2019	47-1619-504
17	Freak N' Brewing Company	2016-2017	47-1617-291R
18	Front Range Hop Company	2013-2018	47-1318-428
19	Front Range Hop Company	2014-2018	47-1418-475
20	Front Range Hop Company	2014-2018	47-1418-495
21	Funky Buddha Brewery	2014-2018	47-1418-322
22	Ghost Train Brewing Co., Inc.	2016-2018	47-1618-938
23	Goldhorn Brewery	2014-2017	47-1417-506
	Goshen Brewing	2016-2021	47-1621-847
	Great Basin Brewing Co.	2015-2017	47-1517-533R
	Great Basin Brewing Co.	2016-2021	47-1621-942
	Great Basin Brewing Co.	2013-2017	47-1317-255
	Griffin Claw Brewing Company	2016-2018	47-1618-878
	Half Moon Bay Brewing Company	2014-2018	47-1317-301
	Hardywood Park Craft Brewery	2013-2017	47-1318-298
	Hardywood Park Craft Brewery	2013-2018	47-1318-384R
	Hardywood Park Craft Brewery	2013-2018	47-1418-464R
	Headlands Brewing Co.	2013-2018	47-1318-299
	Headlands Brewing Co.	2014-2018	47-1318-300
	Headlands Brewing Co.	2014-2018	47-1418-429

DEBTOR'S PLAN OF REORGANIZATION

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1	Hermitage Brewing Co.	2014-2018	47-1418-339
2	High Hops Brewery	2014-2018	47-1418-439
	High Hops Brewery	2016-2018	47-1618-678
3	Holy Mountain Brewing Company	2013-2017	47-1317-433
4	Holy Mountain Brewing Company	2015-2019	47-1419-392A
	Home Beer Wine Cheese	2014-2018	47-1418-584
5	Home Beer Wine Cheese	2015-2018	47-1518-694
	Home Beer Wine Cheese	2014-2018	47-1418-275
6	HopHouse Brewing Supply	2013-2018	47-1318-376
7	HopHouse Brewing Supply	2013-2018	47-1318-379
	Hutton & Smith Brewing	2017-2020	483R-1720
8	Island Brewing Co.	2015-2020	47-1520-820R
9	Kirkwood Station Brewing	2013-2017	47-1317-401
	La Cabra Brewing	2015-2017	47-1517-657
10	La Cabra Brewing	2016-2018	47-1618-770
11	Lickinghole Creek Craft Brewery	2013-2017	47-1317-349
	Lionstone Brewing Co.	2015-2017	47-1517-583
12	Logboat Brewing Company	2015-2020	47-1617-551R
	Lord Hobo Brewing Company	2014-2017	47-1417-462
13	Lost 40 Brewery	2017-2019	CBC16-029
14	Lucky Town Brewing Co.	2014-2018	47-1418-434
	Lucky Town Brewing Co.	2014-2018	47-1418-521
15	Lucky Town Brewing Co.	2014-2018	47-1418-408
16	Manor Hill Brewing	2014-2019	47-1418-467
	Manor Hill Brewing	2015-2018	47-1518-718
17	Manor Hill Brewing	2015-2018	47-1519-607
	McKenzie Brew House	2016-2018	47-1618-943
18	Modern Times Beer	2013-2018	47-1318-307
19	Modern Times Beer	2014-2018	47-1418-308
	Motorworks Brewing Co.	2013-2018	47-1317-303R
20	Moustache Brewing Co	2016-2018	CBC16-040
21	Mudshark Brewery	2016-2018	47-1618-865
	Music City Brew Supply	2015-2019	47-1519-648
22	New Bohemia Brewing Co.	2014-2018	47-1418-386
23	New Province Brewing	2015-2018	47-1518-669A

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1	NOLA Brewing Company	2013-2018	47-1318-314
2	NOLA Brewing Company	2014-2018	47-1418-315
3	Ocelot Brewing Company	2016-2018	47-1618-763
4	Ocelot Brewing Company	2016-2018	47-1618-766
5	Ornery Beer Company	2015-2017	47-1517-576R
6	Osgood Brewing, LLC	2014-2018	47-1418-264B
7	Pabst Brewing Co.	2015	Multiple
8	Peter B's BrewPub	2015-2017	47-1517-559
9	Powerhouse Brewery	2015-2019	47-1519-474
10	Ratio Beerworks	2015-2018	47-1418-591R
11	Realerevival Brewing	2014-2018	47-1418-332
12	Realerevival Brewing	2014-2018	47-1418-340
13	Red Cypress Brewery	2015-2018	47-1518-765
14	Red Hills Brewing Company	2015-2018	47-1517-701
15	Red Horn Coffeehouse Brewing Co.	2017-2019	CBC16-036
16	Reformation Brewery	2015-2017	47-15-17-564
17	Revolver Brewing	2015-2019	47-1416-539
18	Right Proper Brewing Co.	2016-2020	47-1619-436R
19	Rockingham Brewing Company	2014-2018	47-1418-456
20	Scott Laboratories Ltd.	2017-2019	47-1719-566
21	Scott Laboratories Ltd.	2017-2018	47-1718-777
22	Scottsdale Beer Company	2014-2019	47-1419-412
23	Scottsdale Beer Company	2016-2018	47-1518-758R
	Silver City Brewery	2016-2018	47-1618-849
	Singlecut Beersmiths	2015-2020	47-1520-859R
	Six Ten Brewing	2016-2018	CBC16-005
	Skewed Brewing	2013-2017	47-1317-387
	Skewed Brewing	2013-2017	47-1417-431
	Skewed Brewing	2014-2018	47-1418-397
	Skewed Brewing	2015-2018	47-1518-554
	Skewed Brewing	2013-2017	47-1317-281
	Skewed Brewing	2014-2018	47-1418-282
	Skookum Brewery	2014-2017	47-1417-515
	Skookum Brewery	2015-2020	47-1520-746
	Skookum Brewery	2016-2020	47-1620-671

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1	Skookum Brewery	2018-2020	47-1820-622
2	Solemn Oath Brewery	2016-2018	47-1618-784
	Sound Brewery	2015-2018	47-1518-578R
3	Springfield Brewing Co.	2013-2017	47-1317-323
	St. Florian's Brewery	2013-2017	47-1317-294
4	St. Florian's Brewery	2014-2018	47-1418-404
5	Stone Brewing Company	2017	47-17-606
	Stone Brewing Company	2014-2018	47-1418-316
6	Stone Brewing Company	2014-2018	47-1418-318
7	Stone Brewing Company	2014-2018	47-1418-330
	Stone Brewing Company	2014-2018	47-1418-350
8	Stone Brewing Company	2014-2018	47-1420-893
9	Stone Brewing Company	2015-2019	47-1519-319
	Stone Brewing Company	2015-2020	47-1520-550
10	Straight to Ale	2013-2017	47-1317-321
	Straight to Ale	2015-2017	47-1517-604
11	Take 16 Brewing Company	2013-2017	47-1317-420R
12	TecBeer Com. Distr. Import	2015	47-15-536
	TecBeer Com. Distr. Import	2016-2019	47-1619-843
13	Tenaya Creek Brewery	2013-2017	47-1317-312
14	Tenaya Creek Brewery	2014-2018	47-1418-313
	The Dudes' Brewing Company	2015-2019	47-15-562
15	The Hourglass Brewery	2016-2018	47-1618-867
16	The Knuckle Brewing Company	2016-2018	47-1619-894
	The Virginia Beer Company	2015-2021	47-1521-842
17	Three Palms Brewing	2014-2018	47-1418-290
	Transmitter Brewing	2015-2017	47-1517-556
18	Triple C Brewing Co.	2014-2018	47-1418-279
19	Triple Voodoo Brewery & Tap Room	2015-2017	47-1517-643
	Tuckahoe Brewing Company	2015-2020	47-1520-832
20	Turoni's Main Street Brewery	2016-2020	47-1620-798
21	Turoni's Main Street Brewery	2013-2017	47-1317-293
	Turoni's Main Street Brewery	2014-2018	47-1418-367
22	Twisted Vine Brewery	2013-2017	47-1317-353
23	Uinta Brewing	2013-2018	47-1317-354

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1	Unsung Brewing Company	2015-2018	47-1518-825
2	Urban Growler Brewing Company	2015-2017	47-1517-590
3	Vancouver Island Brewery	2013-2017	47-1317-287
4	Vernal Brewing Company	2015-2017	47-1517-682
5	Wandering Star Brewing Co.	2013-2017	47-1317-302
6	Wellington Brewery	2016-2018	47-1618-371R3
7	Wet Coast Brewing Company	2015-2018	47-1518-684
8	Whalers Brewing Company	2017	851R-17
9	Whole Foods Market Brewing	2015-2017	47-1517-579
10	Wicks Brewing Company	2014-2018	47-1418-304R
11	Wicks Brewing Company	2014-2018	47-1418-305
12	Wicks Brewing Company	2014-2018	47-1418-417R
13	Wicks Brewing Company	2014-2018	47-1518-304A-R
14	Wicks Brewing Company	2015-2018	47-1518-358/Addition
15	Wisconsin Dells Brewing Co.	2013-2017	47-1317-295
16	Wood Grain Brewing Co.	2015-2018	47-1517-667
17	Wops Hops Brewing Co.	2014-2018	47-1416-44
18	Wops Hops Brewing Co.	2014-2018	47-1416-446
19	Wops Hops Brewing Co.	2014-2019	47-1419-385R
20	Zero Issue Brewing	2017	47-17-897
21	Zipline Brewing Co.	2017-2018	47-1718-721

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